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Date: September 28, 2001

By: Lynnae Anderson

H/S
ALIENS
10/10/01

OPIE Docket No. 5877-0011.30

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

RE APPLICATION OF:

Rivelli et al.

SERIAL NO.: 09/715,878

FILED: 17 November 2000

FOR: NEUROVASCULAR STENT AND METHOD

EXAMINER: Unknown

ART UNIT: 3738

TC 3738 MAIL ROOM

OOI - 4
2001

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Power of Attorney by Assignee and Certification
Under 37 CFR §3.73(b)

Assistant Commissioner for Patents
Washington, D.C. 20231

Sir:

I, the undersigned, acting on behalf of the Assignee of the entire right, title and interest in the above-identified patent application, appoint the attorneys and agents listed below to prosecute this application and transact all business with the U.S. Patent and Trademark Office in connection therewith. This appointment is to the exclusion of the inventor(s) and their attorney(s) and agent(s) in accordance with the provisions of 37 CFR 3.71.

All prior powers of attorney for this application are hereby revoked. The appointed representatives are:

Peter J. Dehlinger, Registration No. 28,006
Judy M. Mohr, Registration No. 38,563
LeeAnn Gorthey, Registration No. 37,337
Linda R. Judge, Registration No. 42,702
Larry W. Thrower, Registration No. 47,994
Jacqueline F. Mahoney, Registration No. P48,390
Richard Gregory, Jr., Registration No. 42,607
Michael Martensen, Registration No. 46,901
Barbara Courtney, Registration No. 42,442
all affiliated with Perkins Coie LLP; and

Direct all telephone calls to Peter J. Dehlinger at (650) 838-4401. Address all correspondence to:

Perkins Coie LLP
P.O. Box 2168
Menlo Park, CA 94026
Telephone: (650) 838-4300
Customer No. 22918

In accordance with 37 CFR 3.73(b), I hereby certify that I am empowered to act on behalf of the Assignee. To the best of my knowledge and belief, title is in the Assignee.

I further declare that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Title 18, USC §1001 and that such willful false statements may jeopardize the validity of the this application or any patent resulting therefrom.

ASSIGNEE: Smart Therapeutics, Inc.

Signature: *Patrick Rivelli, Jr.*

Typed Name: *Patrick Rivelli, Jr.*

Title: *President*

Date: *9/26/01*

Address: 2551 Merced Street
San Leandro, CA 94577-4207

OCT 01 2001
U.S. Patent and Trademark Office
PATENT & TRADEMARK OFFICE

RECORDATION FORM COVER SHEET

PATENTS ONLY

To the Honorable Assistant Commissioner for Patents: Please record the attached original documents or copy thereof

<p>1. Name of conveying party(ies): Alec Piplani Sean Donahue Alexander Leynov Add'l names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>2. Name/address of receiving party(ies): Smart Therapeutics, Inc. 2551 Merced Street San Leandro, CA 94577</p>	
<p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Other <input type="checkbox"/> Change of Name <input type="checkbox"/> Reassignment</p> <p>4. Date of execution: <u>September 26, 2001</u> Add'l names of receiving parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>5. Application number(s) and/or patent number(s): If this document is being filed with a new application, the date of signature by the first named inventor was: _____.</p>	
A. Patent Application No. (s) <u>. 09/715,878 filed 17 November 2000</u>	B. Patent No. (s)
<p>Additional numbers attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>6. Name and address of party to whom correspondence concerning document should be mailed: <u>Perkins Coie LLP P.O. Box 2168 Menlo Park, CA 94026 (650) 838-4300</u></p>	
<p>7. Total No. of applications and patents involved: <u>one (1)</u></p>	
<p>8. Total fee (37 CFR §3.41): <u>\$40.00</u> <input checked="" type="checkbox"/> Please Charge Deposit Account No. 50-0665 for the amount due.</p>	
<p>9. Total number of pages, including cover sheet, attachments and document: <u>6</u></p>	

DO NOT USE THIS SPACE

10. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Peter J. Dehlinger
 Name of Person Signing

Peter J. Dehlinger 09-08-01
 Signature Date

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Assignment

THIS ASSIGNMENT, by Alec Piplani, Sean Donahue, and Alexander Leynov, (hereinafter referred to as the Assignors), residing at San Jose, California; Half Moon Bay, California; and Walnut Creek, California, respectively, witnesseth:

WHEREAS, the said Assignors have invented certain new and useful inventions set forth in an application for Letters Patent of the United States entitled NEUROVASCULAR STENT AND METHOD, bearing Serial No. 09/715,878 and filed on 17 November 2000;

WHEREAS, Smart Therapeutics, Inc., a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 2551 Merced Street, San Leandro, California 94577-4207 (hereinafter referred to as the Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon;

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the said Assignor has sold, assigned, transfer and set over, and by these presents does sell, assign, transfer and set over, unto the said Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said application, or reissues, reexaminations, or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the said Assignee, for its own use and behoof and the use and behoof of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignor, had this sale and assignment not been made.

AND, for the same consideration, the said Assignor hereby covenants and agrees to and with the said Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, the said Assignor are the joint and lawful owner of the entire right, title and interest in and to the said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that the said Assignor

has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND, for the same consideration, the said Assignor hereby covenants and agrees to and with the said Assignee, its successors, legal representatives and assigns, that the said Assignor will, whenever counsel of the said Assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation, or continuation-in-part of any application for Letters patent, or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said Assignees, their successors, legal representatives and assigns, but at the cost and expense of the said Assignee, its successors, legal representatives and assigns.

AND, the said Assignor hereby requests the Commissioner of Patents to issue said Letters Patent of the United States to the said Assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use and behoof of the said assignee, its successors, legal representatives and assigns.

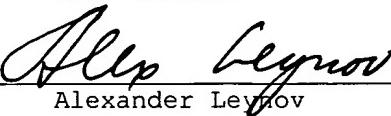
Date: Sept 26, 2001


Alec Piplani

Date: 9/26/01


Sean Donahue

Date: 9/26/01


Alexander Leynov

WITNESSES TO SIGNATURE BY Alec Piplani

1.

Signature

Date

Print Name

Street Address

City, State & Zip Code

2.

Signature

Date

Print Name

Street Address

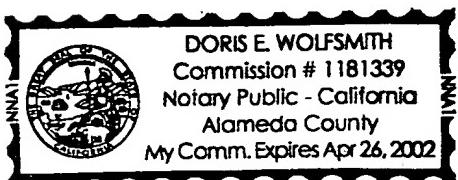
City, State & Zip Code

OR

STATE OF California

COUNTY OF Alameda

On September 26, 2001 before me, Doris E. Wolfsmith, Notary Public, personally appeared Alec Piplani, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.

Doris E. Wolfsmith
 Signature

(Seal)

Note: May be notarized in lieu of witnessing.

WITNESSES TO SIGNATURE BY Sean Donahue

1.

Signature

Date

Print Name

Street Address

City, State & Zip Code

2.

Signature

Date

Print Name

Street Address

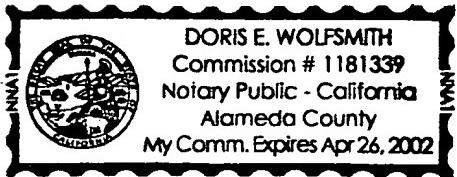
City, State & Zip Code

OR

STATE OF California

COUNTY OF Alameda

On September 26, 2001 before me, Doris E. Wolfsmith, Notary Public personally appeared Sean Donahue, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.

Doris E. Wolfsmith
Signature

(Seal)

Note: May be notarized in lieu of witnessing.

WITNESSES TO SIGNATURE BY **Alexander Leynov**

1.

Signature

Date

Print Name

Street Address

City, State & Zip Code

2.

Signature

Date

Print Name

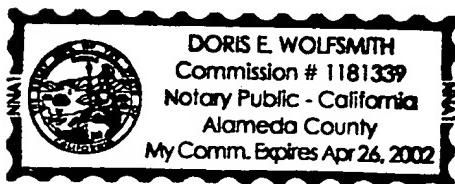
Street Address

City, State & Zip Code**OR**

STATE OF California

COUNTY OF Alameda

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WITNESS my hand and official seal.

Doris E. Wolfsmith
 Signature

(Seal)

Note: May be notarized in lieu of witnessing.